

# ITEL RAIL

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

RECORDATION NO. 9049

FEB 17 1984 - 2 55 PM

January 23, 1984

INTERSTATE COMMERCE COMMISSION

No.

Date FEB 17 1984

Fee \$

10.00

ICC Washington, D.C.

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated June 14, 1977 (the "Lease") between Itel Corporation, Rail Division ("Itel") and the Arkansas and Louisiana Missouri Railway Company (the "Lessee") which was filed on October 21, 1977 at 1:05 p.m. and given recordation No. 9049, four counterparts of the following document:

Amendment No. 2 dated June 6, 1983 (the "Amendment") to the Lease between Itel and Lessee.

The names and addresses of the parties to the aforementioned Amendment

are:

1. Arkansas and Louisiana Missouri Railway Company  
P.O. Box 1653  
108 North Ninth Street  
Monroe, Louisiana 71201
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by this Amendment is one hundred fifty (150) 60 foot, 100-ton boxcars, AAR mechanical designation XP, bearing reporting marks ALM 1000 through ALM 1081 and ALM 1083 through ALM 1150, and ninety-five (95) said boxcars, AAR mechanical designation XM, bearing reporting marks ALM 1151-1159, ALM 1161-1221, ALM 1223-1227, ALM 1229, and ALM 1231-1249.

Under 9049  
but not sure of  
next letter

FEB 17 2 55 PM '84


FEE OPERATION B.C.

Counterparts Allen Lawrence

Ms. Agatha Mergenovich, Secretary  
January 23, 1984  
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,



Patricia Salas Pineda  
Counsel

PSP:dmm  
Enclosures  
cc: Robert S. Clark, Esq.  
Senior Trust Officer  
First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84125

Virginia Hanger  
IteL Rail Corporation

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

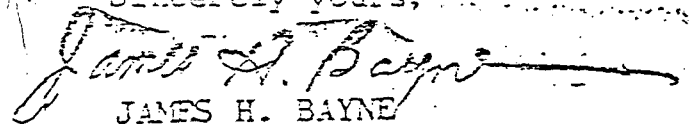
2/17/84

Patricia Salas Pineda  
Counsel  
Itel Rail Corp  
55 Francisco  
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/17/84 at 2:55pm and assigned re-recording number(s). 9049-J

Sincerely yours,



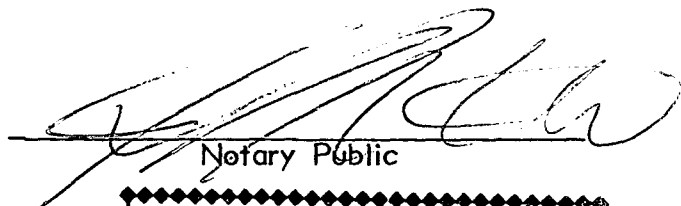
JAMES H. BAYNE

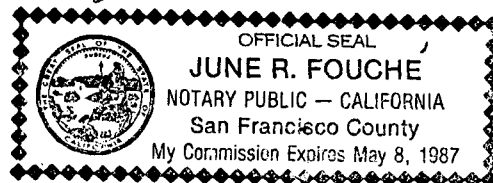
Secretary

Enclosure(s)

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN FRANCISCO )

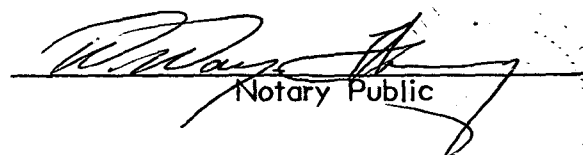
On this 29 day of June, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Equipment Schedule Nos. 1.A., 2.A. and 4.A. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public



STATE OF LOUISIANA )  
PARISH ) ss:  
~~COUNTY~~ OF OUACHITA )

On this 20th day of July, 1983, before me personally appeared J. A. Thames, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Louisiana Missouri Railway Company, that the foregoing Equipment Schedule Nos. 1.A., 2.A. and 4.A. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

L-0465  
6/2/83

RECORDATION NO. 9048-2

Filed 2/23

FEB 17 1984 -2 55 PM

AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Agreement") dated June 14, 1977 between ITEL CORPORATION, RAIL DIVISION, successor in interest to SSI Rail Corp., as lessor ("Lessor") and ARKANSAS AND LOUISIANA MISSOURI RAILWAY COMPANY, as lessee ("Lessee") is made this 6th day of June, 1983 between Lessor and Lessee.

**W I T N E S S E T H :**

WHEREAS, Lessor and Lessee are parties to the Agreement pursuant to which three hundred fifty (350) boxcars bearing the reporting marks ALM 1000-1249 and ALM 1500-1599 have been delivered by Lessor to Lessee;

WHEREAS, Lessor and Lessee agree that it is to their mutual benefit to place for a period of time one hundred fifty (150) of said boxcars, bearing the reporting marks ALM 1000-1081 and ALM 1083-1150 (hereinafter called "150 Boxcars") into an assignment pool on the railroad line of another party in order to improve the utilization of and revenues from the said 150 Boxcars.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Equipment Schedule Nos. 1 and 2, both executed September 6, 1977 and Equipment Schedule No. 4, executed March 17, 1978, which are attached to and incorporated into the Agreement, shall be deleted in their entirety, and Equipment Schedule Nos. 1.A., 2.A. and 4.A., attached hereto, shall be substituted therefor.
3. Section 14, which shall read as follows, is hereby added to the Agreement:

"14.A. The mechanical designation of the 150 Boxcars shall be changed and restencilled from 'XM' to 'XP' at Lessor's expense. In addition, Lessor shall, at its expense, arrange to have the 150 Boxcars modified structurally so that they qualify for 'XP' mechanical designation pursuant to the rules of the Association of American Railroads.

B. If, at any later date, Lessor should desire to change the mechanical designation of any of the 150 Boxcars, Lessor shall be entitled to do so at its expense. Upon any such restencilling and redesignation, Lessor shall attach to this Amendment a Certificate of Change, to be made a part hereof, describing both the previous and current mechanical designation of any of the 150 Boxcars."

LESSOR'S INTEREST ASSIGNED TO  
FIRST SECURITY BANK OF  
UTAH, N.A., WITH RESPECT TO  
CARS NUMBERED ALM 1000-1081  
ALM 1083-1150

ASSIGNED TO FIRST SECURITY BANK  
OF UTAH, N.A., TRUSTEE, UNDER  
A LEASE ASSIGNMENT DATED  
AS OF march 28, 1978

4. A. Lessor and Lessee agree that the 150 Boxcars shall be placed for a period of time into an assignment pool on the railroad lines of Kansas City Southern Railway Company ("KCS") in order to improve the utilization of and revenue from the 150 Boxcars.
- B. For the purposes of paragraph 13 of the Agreement, Lessor hereby grants Lessee full power and authority and in the name of Lessee to enter into an assignment agreement dated May 27, 1983 (to be hereinafter referred to as "Assignment Agreement") with KCS covering the 150 Boxcars. Under said Assignment Agreement, Lessee shall be empowered to place the 150 Boxcars in the possession of KCS with the right in KCS to utilize the 150 Boxcars in interline revenue service under Lessee's reporting marks. Such Assignment Agreement may contain such terms and conditions as Lessor desires. Upon receiving instructions from Lessor to do so, Lessee shall immediately exercise any termination rights it may have under the Assignment Agreement.
- C. The Agreement shall remain in effect with respect to all of the boxcars subject to the Agreement, including the 150 Boxcars, except that, with respect solely to the 150 Boxcars, Sections 6.A.(i) and 6.A.(ii) of the Agreement shall be amended by the substitution of the number "100 percent" for the number "89.25 percent" each time that it appears for the period from the compliance date ("Compliance Date" as hereinafter defined) to and including the expiration or termination date of the Assignment Agreement (to be hereinafter referred to as the "Ending Date"). Upon the Ending Date, Sections 6.A.(i) and 6.A.(ii) of the Agreement shall be reinstated as it originally appeared in Amendment No. 1 to the Agreement with respect to the 150 Boxcars. The Compliance Date, with respect to each of the 150 Boxcars, shall be the date on which the Assignment Agreement is in effect according to the terms and conditions set forth by Lessor.
- D. Section 6 of the Agreement shall be amended by adding the following Section 6.A.(vi):
- "6.A.(vi). Solely with respect to the period commencing with the Compliance Date and ending on the Ending Date, Lessee's obligation to pay rent to Lessor shall be decreased by an amount equal to the monies paid by Lessee to KCS pursuant to the Assignment Agreement between Lessee and KCS with respect to the 150 Boxcars."
- E. During the period of the Assignment Agreement, commencing with the Compliance Date through and including the Ending Date, Lessor specifically relieves Lessee from all liability and responsibility for the 150 Boxcars and agrees to indemnify and hold Lessee harmless from all liability, including court costs and attorneys' fees, arising out of the use of the 150 Boxcars by KCS or any other party.

- F. Nothing herein contained shall (i) be deemed to constitute a waiver or otherwise modify, affect or impair any sums due to Lessor or Lessee with respect to any of the 150 Boxcars under the terms and conditions of the Agreement with regard to any period of time prior to the Compliance Date or after the Ending Date, or (ii) be deemed to constitute a waiver or otherwise modify, affect or impair the powers, rights, or remedies vested in or available to Lessor or Lessee with respect to any of the 150 Boxcars under the terms and conditions of the Agreement with regard to any period of time prior to the Compliance Date or after the Ending Date.
5. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement. This paragraph is not intended to preclude Lessee from exercising any right it may have as a creditor under the Bankruptcy Code.
6. The parties agree that all rights and obligations of Lessor may be assigned to Itel Rail Corporation upon confirmation of a Plan of Reorganization for Itel Corporation by the United States Bankruptcy Court Northern District of California or by another court of competent jurisdiction, and that upon such assignment and upon the assumption of Itel Rail Corporation of all of Itel Corporation's obligations hereunder, Itel Corporation is hereby released from all liabilities hereunder without further action by the parties and Itel Rail Corporation shall assume all such obligations without further action by the parties.
7. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
8. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,  
RAIL DIVISION

By: 

Title: President

Date: June 29, 1983

ARKANSAS AND LOUISIANA MISSOURI  
RAILWAY COMPANY

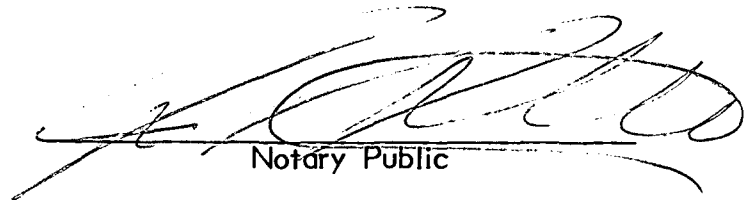
By: 

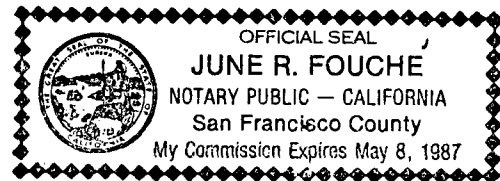
Title: President

Date: June 21, 1983

STATE OF CALIFORNIA                    )  
  ) ss:  
COUNTY OF SAN FRANCISCO )

On this 29 day of June, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

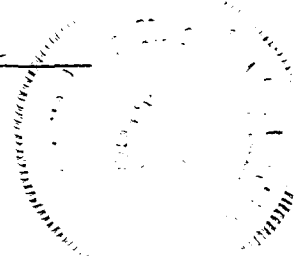
  
Notary Public



STATE OF Louisiana                    )  
PARISH    ) ss:  
~~COUNTY~~ OF Ouachita                    )

On this 21st day of June, 1983, before me personally appeared J. A. Thames, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Louisiana Missouri Railway Company, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public





L-0465

EQUIPMENT SCHEDULE NO. I.A.

Itel Corporation, Rail Division hereby leases the following Boxcars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XP	60' Plate E Boxcar, 100-Ton	ALM 1000-1081 ALM 1083-1099	60'10"	9'6"	11'4"	10'	99

ITEL CORPORATION, RAIL DIVISION

ARKANSAS AND LOUISIANA MISSOURI  
RAILWAY COMPANY

BY: 

BY: 

TITLE: President

TITLE: President

DATE: June 29, 1983

DATE: July 20, 1983

L-0465

EQUIPMENT SCHEDULE NO. 2.A.

Itel Corporation, Rail Division hereby leases the following Boxcars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XP	60' Plate E Boxcar, 100-Ton	ALM 1100-1149	60'10"	9'6"	11'5"	10'	50

ITEL CORPORATION, RAIL DIVISION

BY: 

TITLE: President

DATE: June 29, 1983

ARKANSAS AND LOUISIANA MISSOURI  
RAILWAY COMPANY

BY: 

TITLE: President

DATE: July 20, 1983

L-0465

EQUIPMENT SCHEDULE NO. 4.A.

Itel Corporation, Rail Division hereby leases the following Boxcars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XP	60' Plate E Boxcar, 100-Ton	ALM 1150;	60'10"	9'6"	11'5"	10'	1
XM		ALM 1151-1159; ALM 1161-1221; ALM 1223-1227; ALM 1229; ALM 1231-1249					95

ITEL CORPORATION, RAIL DIVISION

ARKANSAS AND LOUISIANA MISSOURI  
RAILWAY COMPANY

BY: 

BY: 

TITLE: President

TITLE: President

DATE: June 29, 1983

DATE: July 20, 1983